

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

IN RE:

Donna Huchins Mangon,

Debtor.

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Case No. 17-50185-BR-13

AGREED ORDER

Came the parties before the Court in the above-entitled and numbered proceeding, wherein Donna Huchins Mangon, is the Debtor, and AUTO FINANCE USA is the Movant, and came the parties by and through their attorneys of record to announce to the Court that they had reached an agreement for the settlement of certain matters in controversy herein, and the agreement which pertains to the 2015 Nissan Juke, VIN: JN8AF5MR1FT504402, is as follows:

- a. Debtor shall remain current to Auto Finance USA on Debtor's monthly payments concerning Debtor's Contract in the amount of \$497.96, commencing with the payment due December 21, 2017.
- b. Debtor shall maintain continuous insurance coverage on the above-described vehicle as required by the Contract, listing Auto Finance USA as loss payee, and shall provide Auto Finance USA with continuous written proof of such insurance as it is renewed from time to time until the debt has been satisfied in full.
- c. In the event Debtor fails to comply with any of the conditions contained in this Order, Auto Finance USA shall give the Debtor and Debtor's Attorney written notice of the failure and ten (10) day opportunity to cure. If the Debtor remains in default after the ten (10) day period has passed, the Automatic Stay of 11 U.S.C. § 362 and the codebtor stay of 11 U.S.C. sec. 1301 regarding the above-described vehicle shall be lifted without further motion or hearing, and Auto Finance USA by and through its attorney shall submit a Certificate of Default to the Court. Notice to Debtor shall be sent to the following address by certified return receipt mail and first class mail:

Donna Huchins Mangon
PO Box 1699
Mount Pleasant, TX 75456

If ten (10) day notice is sent to Debtor pursuant to this paragraph on three (3) separate occasions for Debtor's failure to comply with any of the conditions, then in the event of any subsequent failure of the Debtor to comply with any of the conditions, the Automatic Stay of 11 U.S.C. §362 and the codebtor stay of 11 U.S.C. sec. 1301 regarding the above-described vehicle shall be lifted without further motion, hearing or notice and Auto Finance USA by and through its attorney shall submit a Certificate of Default to the Court.

The parties agree and acknowledge that in the event of closure, termination or conversion of the Debtor's bankruptcy case, the terms of this Agreed Order are null and void.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Automatic Stay afforded by 11 U.S.C. §362 be modified to permit Auto Finance USA to foreclose its interest and sell the above-described vehicle but only in the event the Debtor fails to comply with the conditions as set out above and the attorney for Movant submits the Certificate of Default.

IT IS FURTHER ORDERED, ADJUDGED AND AGREED that, in the event Auto Finance USA exercises its rights to repossess and sell or otherwise liquidate the subject vehicle pursuant to this Order or any subsequent Order for Relief from Stay, Auto Finance USA shall have the right to file an amended Proof of Claim for any deficiency balance remaining and such balance is to be treated and paid thereafter as an unsecured claim under the existing Confirmed Plan, if any.

Signed on 12/14/2017

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HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

APPROVED:

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Attorney for Debtor, Donna Huchins Mangon